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#### Contract Database Metadata Elements

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# **AGREEMENT**

between

**Wheatland-Chili Federation of Teachers  
Paraprofessional and School Related Personnel**

and

**Wheatland-Chili Central School District**

July 1, 2014 to June 30, 2016

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I Recognition .....	2
II Definitions .....	2
III Unit Rights .....	2
IV Dues Deduction .....	3
V Personnel Files .....	3
VI Performance Evaluation .....	3
VII Discipline .....	3
VIII Grievance Procedure .....	4
IX Leaves .....	6
X Insurance and Retirement .....	9
XI Compensation .....	11
XII Emergency Closing .....	12
XIII Seniority, Layoff, and Recall .....	12
XIV Workers' Compensation .....	13
XV Savings Clause .....	13
XVI Vacancies .....	13
XVII In-Service Education .....	13
XVIII Summer Work .....	14
XIX Job Descriptions .....	14
XX Temporary Transfer .....	14
XXI Compensatory Time .....	14
XXII Confidentiality of Personnel Discussions...	14
XXIII Substitute Coordination .....	15
XXIV Fingerprinting .....	15
XXV Duration .....	15
Appendix A – Performance Appraisal .....	16

THIS AGREEMENT entered into this 12th day of January, 2015 by and between the Superintendent of Schools, Wheatland-Chili Central School District, hereinafter called the "District," and the Wheatland-Chili Federation of Teachers - Paraprofessional and School Related Personnel Unit, hereinafter called the "WCFT-PSRP."

## **ARTICLE I - RECOGNITION**

Pursuant to a Petition duly served under Section 207 of the Public Employees' Fair Employment Act, the Public Relations Employment Board has certified the WCFT-PSRP Unit as the sole and exclusive bargaining representative for all clerical personnel, school nurses, and aides, including teacher aides, school aides, school secretaries, office clerks, payroll clerk, student behavioral assistant, computer support assistants, junior accountant, security worker, and school nurses, who are employed ten (10) or more months per year excluding all other employees employed by the district.

## **ARTICLE II - DEFINITIONS**

- A. Full Year - Twelve Month Calendar Year
- B. School Year - Six or more hours per day, September through June, in accordance with the school calendar.
- C. Part Time - Less than six hours per day, school year or full year.

## **ARTICLE III - UNIT RIGHTS**

- A. **All building facilities shall be available for Unit business as stated below**
  - 1. At the beginning of the school year, the president of the Unit shall submit a written list of regularly scheduled Unit meetings for the school year. Such list shall include dates, times, and places. If the facilities are available they may be used by the Unit for Unit meetings at no cost.
  - 2. In the event of emergency meetings, the president shall inform the superintendent concerning date, time, and place as soon as he/she is aware of the need. The superintendent will determine if facilities are available.
- B. **Release Time for Official Hearings and Investigations.** Members of the Unit who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted released time with full compensation.
- C. The president or his/her designee shall have the right to meet with the superintendent for purposes of discussing district policies and other matters of mutual concern and their effect on unit members including vacancy notices prior to posting when possible.
- D. The Unit president shall receive a list of the annual salary notice provided to each member of the bargaining unit.
- E. With any mandated committee the District agrees to recognize the role of the union in selection of unit representation.
- F. **Release Time for Federation President:** The Federation President, or his/her designees (designees will be named by October 1) shall be granted combined release time for ten (10) days per year upon two(2) days notice to the superintendent. If it is necessary to provide substitutes for the release time granted herein, the Federation will reimburse the District for the cost of said substitutes. The District will submit its statement to the Federation reflecting the cost at the end of each semester.

#### **ARTICLE IV - DUES DEDUCTION**

- A. The employer shall deduct from the wages of employees who have signed the appropriate payroll deduction authorization card permitting such deduction and remit to the WCFT/PSRP designated account regular membership dues, and other authorized deductions to those employees.
- B. The District agrees to make deductions from the salaries of employees permissible by law as may be requested by said employees from time to time, including but not limited to insurances, VOTE/COPE, NYSUT Benefit Trust, tax sheltered annuities, U.S. savings bonds and E bonds, and credit union deductions. It shall be the individual responsibility of each employee to inform the district of the desired deductions, and to fill and sign the necessary forms.

#### **ARTICLE V - PERSONNEL FILES**

Unit members and Unit representatives of their choice who accompany them, upon written request, shall be given access to all personnel files maintained by the District that pertain to their employment and shall have the right to copy all materials contained in those files.

If material critical to a unit member's conduct, performance, character, or personality is to be placed in his/her personnel file, the unit member shall be given reasonable notice prior to its placement in the file and an opportunity to review the material and submit a written rebuttal which shall be attached to the material and included in the file. Such a review shall not include reference information supplied by other employers or other sources prohibited by law.

Unit members shall have the right to attach a response or clarification to any material placed in their personnel file. If the unit member does not submit a rebuttal, the unit member will sign the material to acknowledge review of the material.

#### **ARTICLE VI – PERFORMANCE EVALUATION**

The purpose of the Performance Appraisal and Development Plan is to provide a systematic way to setting objectives and assessing unit members' performance.

Each unit member will be evaluated at least once every twenty-four (24) months by his/her administrator. Such evaluation shall be reduced to writing on the Performance Appraisal Form (Appendix A).

Each unit member evaluated will receive a copy of the Performance Appraisal Form and a conference will be conducted within five(5) days of receipt of this Form unless other arrangements are made between the unit member and the evaluator. The unit member will be asked to sign the Performance Appraisal Form at the completion of the conference to indicate that the employee has seen the evaluation and discussed it with the evaluator. Such signature does not imply agreement by the employee with the contents of the evaluation. The unit member is entitled to append any comments he/she thinks necessary to the evaluation and such appendage will be placed in the employee's file along with the completed Performance Appraisal Form. All evaluation documents and appendages will be dated and signed before placement in the personnel file.

Evaluations will be completed and given to the unit member no later than June 1 on the year they are scheduled for evaluation.

#### **ARTICLE VII - DISCIPLINE**

No unit member shall be dismissed or disciplined without just cause. All classes of Civil Service employees may avail themselves of Section 75 of the Civil Service Law when any such employee is discharged for

incompetency or misconduct. If a unit member chooses to file a grievance under this article, he/she waives his/her rights under Section 75 of the Civil Service Law.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **A. Definitions**

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the specific provisions of the Agreement.
2. The immediate supervisor of the nurses, aides, and clerical workers shall be the building principal. For the business office staff, it shall be the District Treasurer; for transportation staff, it shall be the Director of Transportation; and for district office staff, it shall be the superintendent. In the event the District changes the administrative organization, the District and the Unit shall meet to identify the immediate supervisor for each classification of employee for the purpose of filing grievances.
3. The Chief School Officer is the Superintendent of Schools.
4. Aggrieved party shall mean the Unit and/or any person or group of persons in the bargaining unit filing a grievance.
5. Party in interest shall mean any person named in a written grievance who is not the aggrieved party.
6. Days as used herein refer to days the District Office is open.

### **B. Procedures**

1. Except at the informal stage all grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance occurred. The grievance shall be signed by the aggrieved party.
2. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.
3. Nothing contained herein will be construed as limiting the right of any aggrieved party to discuss the matter informally with an appropriate member the administration and having the grievance informally adjusted, provided that the adjustment is not in violation of the terms of the Agreement.
4. Grievance hearings shall be conducted at a time mutually convenient to the parties.
5. For the purposes of grievance hearings and arbitration hearings, the Unit agrees to make responsible efforts to have unit members cover for any employee absent for purposes of attending such hearing. Such coverage shall be voluntary and at no cost to the District.
6. The District and the Unit agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records, other than confidential placement folders, concerning the alleged grievance.
7. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

### **C. Time Limits**

1. Any grievance will be deemed waived unless such grievance is presented to the first available stage within 30 days after the employee knew or should have known of the act or condition on which the grievance is based.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. If the District fails to respond to any grievance within the time limits specified herein, the grievance shall automatically go to the next level. The time limits specified for either party may be extended only by mutual agreement.

### **D. Stage 1**

1. An employee having a grievance will discuss it with the employee's immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor, after investigating the facts related to the grievance, shall render his/her decision orally no later than the fifth day following the day the grievance was orally submitted to him/her. If the employee submits the grievance through a representative, the employee must be present during any discussion of the grievance.
2. If the grievance is not resolved informally, such grievance shall, within five (5) days from the date of the supervisor's oral decision (in paragraph 1 above), be reduced to writing and submitted to the Chief School Officer. Such written grievance shall be on a form provided by the Unit and shall give all information described in Section B - Paragraph 1 above.

### **Stage 2**

1. Within five (5) days from the date the written grievance was received, the Chief School Officer shall have a hearing with the aggrieved party and a representative, if any.
2. No later than the end of the fifth day following the day of the hearing, the Chief School Officer will render his/her decision thereon, in writing, and present it, in duplicate, to the aggrieved party.

### **Stage 3**

1. If the unit is dissatisfied with the decision at Stage 2, the association may, within ten (10) days of the date the aggrieved party's receipt of the Stage 2 decision, submit it to arbitration. Notice of intent to arbitrate must be submitted in writing and to the chief school officer at the same time.
2. The unit and district shall mutually agree on an arbitrator within ten(10) days. If the unit and district cannot mutually agree on an arbitrator, the selection and conduct of an arbitrator will be in accordance with AAA rules.
3. The decision of the arbitrator shall be final and binding upon all parties.
4. Submission of any grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
5. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the District and the Unit.
6. Employees involved in arbitration hearings held during the regular day shall be released with full pay.
7. The cost or fees of any person (s), whether employees of the District or not, called as witness or used to represent any interested party shall be borne by the party calling or employing such person.

8. The Arbitrator shall have no authority to add to, or subtract from, or in any manner, alter the specific terms and provisions of this contract, or to make any award requiring the commission of an act prohibited by law or violation of the terms and provisions of the contract. The Arbitrator is authorized to decide only the issues submitted to him/her.
9. The arbitration award shall be delivered to both parties within 30 days of the date the record was closed.

## **ARTICLE IX LEAVES**

### **A. Sick Leave**

1. **Full Year:** Fifteen (15) days per year.  
**Part Time:** Fifteen (15) days per year.
2. **School Year:** Ten (10) days per year and increased to thirteen (13) days per year upon completion of three (3) years of service.  
**Part Time:** Ten (10) days per year.
3. Additional leave may be granted at the discretion of the Board of Education.
4. Sick days not used in any school year shall be allowed to accumulate for use by employee in any subsequent year up to 187 days.
5. For a serious long term disability, upon reaching three (3) months duration, or receipt of a doctor's certificate of disability of more than three months duration, the District will match the employee's accumulated sick leave as follows:
  - a. Calculate accumulated sick leave at time of onset of disability.
  - b. An employee must first use his/her accumulated sick leave. Upon the expiration of the accumulated sick leave, the District shall provide an amount equal to the amount of accumulated sick leave at the time of the onset of disability.
  - c. The District grant of sick leave shall not extend the disability period beyond one (1) year.
  - d. The District shall have the right to require the employee to be examined by the school physician.
  - e. There shall be no interruption in the above salary payments during the period of disability.

### **B. Personal Business Days**

1. Up to two (2) days or half day units thereof shall be granted for the following specified reasons:
 

Legal	Emergency	Religion
Medical	Family	
2. In addition to the two (2) days leave in paragraph B.1, one day or half day units thereof shall be granted for unspecified personal reasons.
3. Personal days shall not be taken the day before or the day after a holiday or vacation period.
4. Notification of desire to take a Personal Business Day (s) shall be given one week in advance except in cases of emergency.
5. Personal Business Day Forms shall be available at all work places.



6. Unused personal days shall accumulate into the employee's sick leave balance at the end of the school year.

**C. 1. Illness in Family**

- a. Unit members shall be granted up to three days per year for illness in the immediate family. (Spouse, children, parents, or anyone living in same household)
- b. Unit members may use up to fifteen (15) accumulated sick leave days for illness in the immediate family. (Spouse, children, parents, or anyone living in same household). The use of the sick leave days for illness in the family shall be in addition to the days granted in (a) above.
- c. Additional days in excess of those provided in (a) and (b) above may be granted by the Board of Education.

**2. Death in Family**

- a. Unit members shall be granted up to five (5) days for each occurrence of death in the immediate family. Immediate family shall be defined as spouse, children, parents, brothers, and sisters or anyone living in same household.
- b. Unit members shall be granted up to three (3) days for each occurrence of the death of parents-in-law, children-in-law, grandparents, aunts, uncles, sisters-in-law, brothers-in-law.

**D. Personal Leave of Absence**

A leave of absence up to one (1) year, without pay, may be granted within the discretion of the Board to any employee who has been employed by the District for more than thirty (30) months. Seniority shall remain frozen during the term of the leave and there shall be no accumulation for the duration of the personal leave.

Personal Leaves of Absence will not be granted for the primary purpose of employment outside the district.

Whenever possible, written notice will be given to the district three (3) weeks in advance for any Personal Leave of Absence.

Whenever possible, written notice will be given to the district three (3) weeks prior to the return of any Personal Leave of Absence. Unit member may return with less notice with the Superintendent's approval.

**E. Jury Duty**

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and their regular earnings, exclusive of any overtime. In order to qualify for any payment by the school, employees must work at their assigned jobs on any scheduled work day or days during the therein referred to jury duty period that they are not required to report for duty. Whenever possible, the employee will take advantage of the Telephone Alert.

**F. Paid Holidays**

**1. Full Year Employees: (13)**

**Number of Holidays**

- |   |                  |
|---|------------------|
| 1 | Independence Day |
| 2 | Labor Day        |
| 3 | Columbus Day     |
| 4 | Veterans' Day    |

- |    |                                    |
|----|------------------------------------|
| 5  | Thanksgiving Day                   |
| 6  | Day after Thanksgiving             |
| 7  | December 25                        |
| 8  | December 26                        |
| 9  | New Year's Day                     |
| 10 | Martin Luther King, Jr.'s Birthday |
| 11 | President's Day                    |
| 12 | Good Friday                        |
| 13 | Memorial Day                       |

2. School Year Employees: (9)

Number of Holidays

- |   |                                     |
|---|-------------------------------------|
| 1 | Columbus Day*                       |
| 2 | Thanksgiving Day*                   |
| 3 | Day after Thanksgiving              |
| 4 | December 25*                        |
| 5 | New Year's Day*                     |
| 6 | Martin Luther King, Jr.'s Birthday* |
| 7 | President's Day*                    |
| 8 | Good Friday                         |
| 9 | Memorial Day*                       |

Actual date of each holiday will be determined by the District and be consistent with the school calendar for the relevant year.

\* Part Time Employees

**G. Paid Vacation**

1. Full year employees only. Previous experience credit in determining eligibility for vacation shall include full year and school year employment (prorated) only. Scheduled vacations will be taken as mutually agreed upon by the employee and administration.

After 6 months through 11 months	- 1 week
After 1 year through 6 years	- 2 weeks
After 6 years	- 2 weeks plus one day
After 7 years	- 2 weeks plus 2 days
After 8 years through 10 years	- 3 weeks
After 11 years	- 3 weeks plus one day
After 12 years	- 3 weeks plus two days
After 13 years	- 3 weeks plus three days
After 14 years	- 3 weeks plus four days
After 15 years	- 4 weeks

2. Any regularly employed part-time unit member working a minimum of 20 hours per week on a 52 week schedule will receive vacation benefits equal to one-half of the amount normally granted to a full-time employee.
3. Total accumulation of vacation leave shall not exceed 20 days by June 30.
4. Unit members who have been employed prior to July 1 of each year will be given the option to sell up to five (5) days of accumulated vacation leave per year at the existing pay rate. Unit members who wish to convert the days must notify the District by submitting a claim voucher between May 15 and June 1 that they desire such conversion. Payment will be made no later than June 30.

## **H. Military Leave**

Military leave shall be granted to any unit member as provided by New York State and Federal Military law.

## **I. Childbearing and Child-rearing Leave**

### **1. Childbearing Leave**

As soon as practicable after diagnosis of a pregnancy by a unit member's doctor, or no later than six months after pregnancy, the unit member will notify the Superintendent of the expected date of onset of the period of disability due to pregnancy. At a date, determined by the unit member and her attending physician, the unit member may apply for and will receive a leave of absence due to disability by reason of pregnancy. Such disability leave will continue until the disability is terminated. Unit members may elect to use all, part, or none of their accumulated sick days while on childbearing leave. If the unit member elects to use all or part of her accumulated sick days, she must so request in writing to the Superintendent prior to the start of the childbearing leave. The onset and terminated dates of this disability shall be determined by the unit member and her doctor. The unit member shall provide to the District the date indicated by her doctor when she can anticipate returning to her job responsibilities. Every effort will be made to give as much advance notice as possible of the return date.

### **2. Child-rearing Leave**

A unit member may apply for and will receive an unpaid leave of absence for the purpose of child-rearing for a period of time not to exceed two years. In the case of a birth of a child to a woman unit member, this leave for that unit member will commence: (a) with the termination of a disability leave under paragraph 1 of this section, (b) with the date of adoption of a child.

A unit member will return from this leave with all rights, privileges and benefits to which that unit member was entitled at the onset of such leave. Seniority shall remain frozen during the term of the leave and there shall be no accumulation for the duration of the child-rearing leave.

## **J. Return from Absence**

Employees returning from an authorized absence must notify their immediate supervisor of when they intend to return. Failure to so notify may result in loss of pay and being sent home should the employee unexpectedly return to work when another person has been called in as a replacement.

Whenever possible, employees returning from any authorized absence must notify their immediate supervisor at least three(3) weeks in advance of when they intend to return. Unit member may return with less notice with the Superintendent's approval.

## **ARTICLE X - INSURANCE AND RETIREMENT**

### **A. Comprehensive Health Insurance Plan**

#### **1. Coverage**

- a. Blue Point 2 Select and Value Plans will be offered to all full year and school year employees.
- b. Others that are regularly employed twenty (20) or more hours per week may apply for eligibility on the basis that they are ineligible for coverage in any other group plan, including group plans available to them through other members of their family.
- c. In lieu of the aforementioned health insurance program, unit members may elect to participate in any other employer group medical insurance plan.

## **2. District Contribution**

- a. The district shall pay 90% of the Blue Point 2 Value Plan for all full year and school year employees. The district shall pay premium costs accordingly for all employees. The district shall pay premium costs accordingly for all part-time employees on a pro-rated basis. For any other plan chosen, the district will contribute up to the amount of the Blue Point 2 Value Plan.
- b. For unit members hired after January 1, 2015, the District shall pay 85% of the Blue Point 2 Value Plan premium cost for all full year and school year employees with less than three years of service with the district. The district shall pay premium costs accordingly for all part-time employees on a pro-rated basis. For any other plan chosen, the district will contribute up to the amount of the Blue Point 2 Value Plan.
- c. As a result of the Affordable Care Act, should a unit member's contribution to the individual plan exceed 9.5% of his/her rate of pay, the parties agree to discuss and collaborate on potential solutions.

## **3. Plan Administration**

- a. Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification of other information on claims except that which is currently provided by law.
- b. The Unit President will be notified in advance of any change in the plan administration.

## **4. Flexible Benefits/Health Reimbursement Account (HRA)**

The District will provide a flexible benefit program, at the discretion of and funded by the unit member for allowable expenses and provided by the plan and approved by the IRS.

For unit members who choose to participate in the flexible benefit plan, it will be the unit member's sole responsibility for obtaining, submitting all completed forms on an ongoing basis but not later than June 15th. The unit member acknowledges that the district will follow the provisions of the plan that specify that late forms will not be accepted and that unclaimed funds at the end of the plan year are forfeited.

The District will contribute yearly to each unit member's 105 Plan (HRA) as follows.

Family and 2 Person	\$400
Single	\$350

## **5. Health Insurance Buy-Out**

Effective January 1, 2002, eligible unit members who elect not to take health insurance from the District will receive an annual stipend of \$500 (\$250 in January and \$250 in June). In the event the unit member, due to unforeseen circumstances, must rejoin the district's health insurance plan, any stipend will be prorated accordingly. The following circumstances do not qualify for nonparticipation: resignations, temporary changes for leaves of absence, changes to single coverage, changes to another district employee's plan, or recent enrollments into plans.

The District will schedule meetings as necessary with the health plan providers for all unit members to explain the plans, comparison benefits and 105 and 125 plan.

## **B. Life Insurance**

All full-time active unit members will be offered term insurance in the amount of \$20,000. The cost will be borne equally by the district and the employee.

## **C. Dental Insurance**

The District agrees to provide a District sponsored dental expense reimbursement program to all unit members. The Unit president will be notified in advance of any change in the plan administrator. The schedule of benefits will be that which has been agreed to by the WCFT-Teachers Unit. The district shall pay seventy-five percent (75%) of the premium costs for all full year and school year employees. The district shall pay premium costs accordingly for all part-time employees on a pro-rated basis.

## **D. Retirement**

1. Membership in the New York State Employees' Retirement System, under section 75-i with Unused Sick Leave (section 41-j) and the Minimum Death Benefit (section 60-b) provisions is required and/or available to bargaining unit members.
2. Unit members who are eligible to retire under the employee's respective ERS retirement tiers, regardless of membership in ERS, and who retire with a minimum of 10 years of service will pay the same premium cost toward health insurance as an active unit member who has completed three years of service.

Unit members hired on or after June 30, 2016 who retire under the provisions of the Employee Retirement System and who retire with a minimum of 15 years of service will pay the same premium cost toward health insurance as an active unit member who has completed three years of service.

When the retiree is eligible for Medicaid or Medicare the district will provide 100% Medicare Blue Choice Benefit Design or its equivalent. For any other plan chosen, the district will contribute up to the amount the district contributes to Medicare Blue Choice Benefit Design.

3. Retirees who move outside of the Rochester Blue Cross/Blue Shield regional coverage area shall be entitled to district contribution toward health insurance purchased in their retirement locale in an amount not to exceed the highest dollar amount the district contributes for health insurance single/two person/family coverage.

Such reimbursement shall be made directly to the retiree on a quarterly basis.

Under no circumstances shall this provision be interpreted to result in excess cash payments to a retiree if the out-of-coverage area amount is less than the district contributes. The district will not provide duplicate medical coverage when a retiree is covered under another medical insurance policy. When duplication ceases, the retiree would then be eligible.

4. The district shall extend coverage to the spouse of a deceased retiree until remarriage, or becoming otherwise insured. The full cost of insurance premiums shall be borne by the spouse.
5. Any unit member who is employed no less than 6 hours per day and on a school year basis and retires from the district shall be paid an incentive of \$2,500 if the employee informs the District by March 1 of that year or four months prior to his/her retirement date. The retiree must be at least 55 years of age and have at least 15 years of district service. This incentive will not be used in conjunction with any other incentives.

## **ARTICLE XI - COMPENSATION**

Unit members shall be paid in accordance with the following schedules.

1. 2014-2015: 2.5% increase in existing rate  
2015-2016: 2.5% increase in existing rate

### **LONGEVITY**

After 7 year	.79 per hour
After 10	.97 per hour
After 13 years	1.32 per hour

Longevity is granted for continuous years of service to the district regardless of position or title but prorated to reflect periods of school year or part-time employment.

2. The guidance secretary position will be a 12-month position.
3. If someone is hired beyond Step 1, the union will be advised that the unit member was hired beyond Step 1. Such a decision is not subject to the grievance procedure.
4. The following will represent a Step 1 hiring rate for each recognized position for the duration of this agreement.

	<u>Step 1</u>	<u>7/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>
School Aide	\$7.34	\$8.00	\$8.75	\$9.00
Teacher Aide	7.44	8.11	8.87	9.12
Payroll Clerk/Jr. Accountant	10.02	10.92	11.94	12.29
School Secretary	9.47	10.32	11.29	11.61
Office Clerk II	8.40	9.16	10.01	10.30
Office Clerk IV	7.59	8.27	9.05	9.31
School Nurse	11.59	12.63	13.82	14.21
Student Behavioral Ass't	8.35	9.10	9.95	10.24
Computer Support Ass't	10.13	11.04	12.08	12.42
Security Worker	13.16	13.46	13.46	13.76

5. Unit members who are required to use their personal automobile for any school related business, which includes between district buildings, will be compensated at the current IRS per mile allowance.

## **ARTICLE XII - EMERGENCY CLOSING**

On days when school is closed for students because of adverse weather or other emergencies, unit members will be excused from work with full pay and benefits.

On days scheduled for students and teachers as make-up days, unit members shall report to work. Days worked as make-up days shall be without pay.

## **ARTICLE XIII - SENIORITY, LAYOFF, AND RECALL**

- A. Competitive Class Employees – For purposes of layoff and recall, the applicable provisions in the New York Civil Service Law and the Rules & Regulations of Monroe County cover competitive class employees.
- B. Non-Competitive Class Employees – Seniority shall be established as beginning with the most recent date of hire within a category in a bargaining unit position. The categories shall be: Nurses and Aides. Layoff or necessary reduction in work hours shall be by seniority within each category beginning with the least

senior employee. Unit members shall be recalled to vacant positions in their category of employment in reverse order of layoff.

- C. The District shall notify affected unit members at least 30 calendar days prior to a layoff.

#### **ARTICLE XIV – WORKERS’ COMPENSATION**

- A. Any employee who is injured on the job shall notify his/her immediate supervisor and, in addition, that employee shall fill out when possible the appropriate accident form within 24 hours from the time of the injury.
- B. All employees shall be required to sign over to the District all compensation payments, except lump sum payments, as long as the employee receives sick leave pay from the District pursuant to the Sick Leave Article.
- C. The District, after receiving such payment, shall restore to the employee’s credit sick leave time equal in value to the payment amounts received by the District.

#### **ARTICLE XV– SAVINGS CLAUSE**

If any article or part thereof of this Agreement, or any addition thereto should be decided as a violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining article of the Agreement or any addition thereto shall not be affected.

#### **ARTICLE XVI - VACANCIES**

- A. All positions open shall be posted by e-mail five (5) work days prior to the time that the District takes action to permanently fill the position. During the summer, notices of openings will be mailed to unit members.
- B. Qualifications and ability shall be primary consideration in the filling of vacancies and promoting unit members. All factors being equal, the most senior unit member meeting civil service requirements shall be selected.

#### **ARTICLE XVII - IN-SERVICE EDUCATION**

- A. The District will provide two full-day staff development workshops for all unit members to coincide with the fall and spring conference days. The program will be developed by a committee representing unit members and the Superintendent’s office. This will be done by June 1 for the following school year. All unit members shall be paid his/her regular rate of pay for each hour of attendance.
- B. Unit members who are required by the District to attend work related and/or job skill improvement programs shall receive his/her regular hourly rate of pay and be reimbursed for all expenses. The requirement of an employee to attend such a program shall be in writing from the Superintendent of Schools.
- C. Subject to the approval of the Superintendent of Schools, unit employees may audit District operated Continuing Adult Education Courses at no charge, as long as the courses are job related.
- D. Post Secondary Courses. A unit member is eligible for reimbursement of courses with the following conditions:
- 1 years continuous full time service with the district
  - 45 day prior written approval from the Superintendent
  - achieve grade of "C" or better in the course
  - reimbursement of up to 100% of the current Monroe Community College tuition rate (cost of credit hours only) up to 6 credit hours per school year

- e. district determines whether course or program is job related
- E. Unit members who attend job related in-service courses will be compensated at their regular hourly rate if approved by their supervisor.

#### **ARTICLE XVIII - SUMMER WORK**

The District may assign summer work to school year unit members as an extension of their regular job duties. The employee working within his/her job classification shall be compensated at his/her regular hourly rate. Otherwise, the employee shall be paid at Step 1 of the job classification of which he/she has been employed for summer work.

Summer work outside of those duties normally performed by a unit member during the school year will be offered to unit members within their job classifications on a first refusal basis.

In cases where summer work is outside normally performed duties the most senior unit member must be offered work first progressing to the least senior member before the District employs non-unit members.

#### **ARTICLE XIX - JOB DESCRIPTIONS**

Job descriptions will state the work responsibilities of each job contained in the bargaining unit within the requirements and parameters of the Civil Service Law. It is understood that members will be requested to perform duties outside the job description at times due to the nature and size of the district.

A copy of the employee's job description is available to the employee from his/her immediate supervisor on request. A set of existing job descriptions shall be provided to the Unit upon request.

#### **ARTICLE XX – TEMPORARY TRANSFER**

The District may temporarily transfer a unit member for up to a maximum of 60 days unless extended by mutual agreement of the District and Unit. Transfers may only be used to fill positions of persons absent on approved leave.

When an employee is assigned to a higher rated position, the employee will be compensated at the entry rate for that higher rated position or given a 5% differential where the entry rate for the higher rated position is equal to or lower than the employee's current rate.

#### **ARTICLE XXI - COMPENSATORY TIME**

No unit member shall be permitted to use or accrue compensatory time.

#### **ARTICLE XXII - CONFIDENTIALITY OF PERSONNEL DISCUSSIONS**

- A. Every effort will be made in insuring that all discussions of the conduct, performance, and/or employment status of unit members engaged in by the administrative staff and or/Board of Education shall be conducted in a private and confidential manner and shall not be conducted in such a manner as to unjustly damage the professional standing of any unit members.
- B. Prior to the Administrative Staff formally discussing with the Board of Education the conduct or performance of a unit member wherein action is desired, the Administrative Staff will so notify the unit member and assure that the unit member has an opportunity to present appropriate information to the Superintendent for his review.
- C. In the event the Administrative Staff decides, after the above review, to formally discuss with the Board of Education the conduct or performance of a unit member, or if a Board member initiates such discussion



without administrative action, the unit member will be advised of such meeting and allowed to attend such meeting for the purpose of presenting to the Board of Education appropriate information prior to the Board's taking action.

- D. Discussions regarding the conduct, performance, and/or employment status of unit members shall be treated in a confidential manner and will be conducted by District Administrative Staff and/or elected members of the Board of Education.

It is the intent of the parties that matters relating to the conduct, performance and/or employment status of unit members shall not be discussed in the presence of any member of the student body of the Wheatland-Chili Central School District, except if a student is a charging party or is personally involved in the matter being discussed. This is to include any member of the student body who serve by appointment or by election as student representatives on the Board of Education.

#### **ARTICLE XXIII - SUBSTITUTE COORDINATION**

The School Secretary under the direction of the principal shall be responsible for substitute employee coordination within his/her building. In recognition of the extra time and responsibility that comes with coordination, the School Secretary shall be compensated for 7.5 hours per day.

#### **ARTICLE XXIV - FINGERPRINTING**

The District shall pay the cost of the state and federal requirements relating to fingerprinting for unit members upon completion of a successful probationary period.

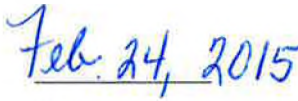
#### **ARTICLE XXV - DURATION**

This agreement shall be effective July 1, 2014, and shall continue in full force and effect through midnight June 30, 2016, and each year thereafter unless amended by the parties.


IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


WCFT PARAPROFESSIONAL AND SCHOOL RELATED PERSONNEL

  
Deborah Fegley, President

  
Date

WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT

  
Deborah Leh, Ed.D., Superintendent

  
Date

# Appendix A

## WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT Classified Performance Appraisal

Employee's Name (Last, First, MI)	Performance Period From To
Position (Title)	Evaluator's Name and Title
School/Work Site	Date

*Ratings of 1 or 3 in any category must be supported in the comments section; however, comments are encouraged in all areas or in the form of an attachment.*

The evaluator shall complete this form by indicating the appropriate rating and meeting with the employee to discuss its contents. This form shall be signed and dated by both the employee and the evaluator.

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**ROLES AND RESPONSIBILITIES IN SUPPORT OF STUDENT LEARNING (check appropriate box):**

- ☐ Shares in site responsibilities which support the safety and welfare of students and/or staff.
- ☐ Provides direct support services to enhance student learning.
- ☐ Provides technical/clerical assistance to support student learning.

### *Part 1 – Professional Skills*

<b>I. HEALTH AND SAFETY PRACTICES</b>
---------------------------------------

2. ☐ Effectively complies with all safety practices, 3. ☐ Does not follow  
refrains from taking unnecessary risks in safety practices.  
regards to public and self.

<b>II. KNOWLEDGE OF WORK</b>
------------------------------

1. ☐ Exceptional ability to grasp and carry out job duties and responsibilities. Follows instructions in a complete and thorough manner.
2. ☐ Effectively grasps and carries out job duties and responsibilities.
3. ☐ Lacks ability to carry out duties and responsibilities.

### III. JUDGMENT, DECISION MAKING, AND DEPENDABILITY

- |  |   |   |
|--|---|---|
| 1. <input type="checkbox"/> Exceptional judgment and ability to make good decisions regarding responsibilities. Always dependable. | 2. <input type="checkbox"/> Effective judgment, dependability and decision making in meeting the needs of job requirements. | 3. <input type="checkbox"/> Weakness in judgment, dependability and ability to made decisions in meeting the needs of job requirements. |
|--|---|---|

### IV. PLANNING AND ORGANIZING WORK

- |   |   |   |
|---|---|---|
| 1. <input type="checkbox"/> Exceptional at planning, prioritizing and maintaining an organized work system. | 2. <input type="checkbox"/> Effective at planning, prioritizing and maintaining an organized work system. | 3. <input type="checkbox"/> Lacks an organized work system. Weakness in judgment and ability to make decisions. |
|---|---|---|

### V. QUALITY AND ACCURACY OF WORK

- |  |  |  |
|--|--|--|
| 1. <input type="checkbox"/> Exceptional and accurate in completion of assignments. Does a thorough job with minimal call back. | 2. <input type="checkbox"/> Effectively demonstrates quality and accuracy of work. | 3. <input type="checkbox"/> Needs to improve accuracy and quality of work. |
|--|--|--|

### VI. COMMUNICATION

- |  |  |  |
|--|--|--|
| 1. <input type="checkbox"/> Exceptional in written and verbal communication. Keeps supervisor appraised of changes and progress. | 2. <input type="checkbox"/> Meets expectations in written and verbal communications, follows directions as assigned. | 3. <input type="checkbox"/> Needs to improve communication and collaborations. |
|--|--|--|

### VII. OPERATION AND CARE OF EQUIPMENT/ORK AREA

- |   |   |   |
|---|---|---|
| 1. <input type="checkbox"/> Exceptional in the use and care of equipment. | 2. <input type="checkbox"/> Meets expectations in the use, knowledge and care of equipment. | 3. <input type="checkbox"/> Needs to improve in the use care, and knowledge of equipment. |
|---|---|---|

## ***Part 2 – Personal Attributes***

### **I. POSITIVE INTERACTION WITH PEERS, PUBLIC AND PUPILS**

- |  |  |   |
|--|--|---|
| 1. <input type="checkbox"/> Exceptional interpersonal skills.<br>Promotes respect and collaboration<br>among staff, peers, and public. | 2. <input type="checkbox"/> Consistently cooperative in commun-<br>icating with staff, peers and public. | 3. <input type="checkbox"/> Needs to improve attitude<br>and communication skills to<br>enhance personal interaction. |
|--|--|---|

### **II. ATTENDANCE/PUNCTUALITY**

- |   |   |  |
|---|---|--|
| 1. <input type="checkbox"/> Exceptional | 2. <input type="checkbox"/> Acceptable. | 3. <input type="checkbox"/> Excessive – Needs to improve.<br>Often late or absent in excess<br>of accrual. |
|---|---|--|

### **III. WORK ATTITUDE**

- |   |  |   |
|---|--|---|
| 1. <input type="checkbox"/> Self motivated. Enthusiastic. Accepts<br>change and/or new ideas in working<br>with staff on new or existing ideas.<br>Maintains flexibility. | 2. <input type="checkbox"/> Generally accepts change and takes<br>on new responsibilities as assigned. | 3. <input type="checkbox"/> Lacks initiative, refuses to<br>accept change or new<br>responsibilities. |
|---|--|---|

### **IV. EFFECTIVE USE OF TIME/MEETS DEADLINES**

- |   |   |  |
|---|---|--|
| 1. <input type="checkbox"/> Exceptional ability to plan and execute<br>job duties. Understands job priorities<br>and plans accordingly. | 2. <input type="checkbox"/> Shows ability in planning and<br>initiative in executing good use<br>of time. | 3. <input type="checkbox"/> Does not use time effectively<br>in meeting district or site<br>needs. |
|---|---|--|

### **V. INITIATIVE**

- |   |   |  |
|---|---|--|
| 1. <input type="checkbox"/> Exceptionally shows initiative and<br>enthusiasm in engaging in new procedures<br>and/or techniques. Self motivated.<br>Sees things to do without being told. | 2. <input type="checkbox"/> Effectively shows considerable interest<br>in cultivating new ideas to extend<br>learning new tasks or apply new ideas. | 3. <input type="checkbox"/> Frequently appears indifferent.<br>Shows little initiative in<br>learning new ideas. |
|---|---|--|

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**VI. SKILL ENHANCEMENT (OPTIONAL)**

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Participates in workshops, committees, courses or self enhancement to improve skills.

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**OVERALL EMPLOYEE RATING SUMMARY**

- ☐ Performance outstanding.
- ☐ Performance meets standards.
- ☐ Performance unsatisfactory.

**FOR PROBATIONARY EMPLOYEE ONLY**

- ☐ Continue in probationary status (3 month evaluation)
- ☐ Recommend permanent status.
- ☐ Do not recommend continuance.

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**COMMENDATION:**

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**RECOMMENDATIONS/GOALS** (if any area is unsatisfactory)

Record goals or improvement program to be undertaken during next evaluation period:

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*It is understood that in signing this form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusion of the evaluator. Employee comments must be submitted in writing to the District Office by the end of the school year.*

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

- ☐ I am submitting a written response.